

11737-A-Z
RECORDATION NO. 11737
Filed 1425

Met Ed GPU

APR 29 1980 - 1 45 PM
INTERSTATE COMMERCE COMMISSION

Metropolitan Edison Company
Post Office Box 542
Reading, Pennsylvania 19640
215-929-3601

APR 29 1 40 PM '80

Writer's Direct Dial Number
215-921-6175

I. C. C.
FEE OPERATION BR April 28, 1980

Interstate Commerce Commission
12th & Constitution Avenue, N.W.
Washington, D.C. 20423

No. 0-120A124

Date APR 29 1980

Fee \$ 300.00

ICC Washington, D. C.

Attention: Secretary

Dear Sir:

Enclosed for filing with the Commission pursuant to 49 C.F.R. Part 1116 are an original executed counterpart and two certified copies of a Mortgage Document as follows:

Mortgage Document: Indenture of Mortgage dated November 1, 1944 and the 26 Supplemental Indentures thereto listed on Schedule A attached hereto

Mortgagor: Metropolitan Edison Company

Mortgagee: Guaranty Trust Company of New York (now Morgan Guaranty Trust Company of New York)

Included in the property covered by the Mortgage Document is a Schnabel type railroad car with an attached mobile transformer. The AAR number for the railroad car is GPUX100. This car is used or intended for use in connection with interstate commerce. Mortgagor owns a 20% undivided interest in such railroad car and transformer as a tenant in common with its affiliates, Jersey Central Power & Light Company (which owns a 37% interest) and Pennsylvania Electric Company (which owns a 43% interest).

The railroad car is not specifically described in the Mortgage Document. However, included in the property covered by the Mortgage Document is all property or interests therein owned by Metropolitan Edison Company at the date of said Indenture of Mortgage or thereafter acquired by it.

Also enclosed is a check in the amount of \$300.00 to cover the recording fee. Please acknowledge this filing by stamping the recordation information on each of the instruments comprising the original executed counterpart of the Mortgage Document, for return to the undersigned.

Very truly yours,

J. S. Bartman
Vice President

kz

Enclosures

Metropolitan Edison Company is a Member of the General Public Utilities System

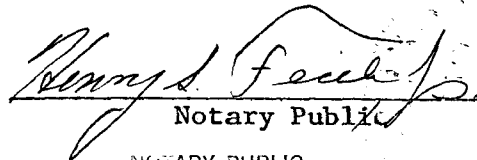
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INTERSTATE COMMERCE COMMISSION

I, the undersigned Notary Public in and for the Commonwealth of Pennsylvania, County of Berks, do certify as follows: (1) I have examined the attached conformed copy of Supplemental Indenture dated (or dated as of) September 25, 1975 to Indenture of Mortgage dated November 1, 1944 between Metropolitan Edison Company and Guaranty Trust Company of New York (now Morgan Guaranty Trust Company of New York), Trustee, and have compared it with the original document; and (2) the attached conformed copy is a true and correct copy of the original document in all respects.

Witness my hand and seal this 28th day of April, 1980.


Notary Public

NOTARY PUBLIC
Murlenberg Township, Berks Co., Pa.
My Commission Expires Sept. 14, 1982

(SEAL)

RECORDATION NO. 11737 Filed 1425

APR 29 1980 - 1 45 PM

INTERSTATE COMMERCE COMMISSION

[CONFORMED COPY WITH RECORDING DATA]

METROPOLITAN EDISON COMPANY

TO

MORGAN GUARANTY TRUST COMPANY
OF NEW YORK,
as Trustee.

Supplemental Indenture

Dated as of September 25, 1975

MORGAN GUARANTY TRUST COMPANY OF NEW YORK
hereby certifies that its Residence and Post Office
Address is 23 Wall Street, Borough of Manhattan,
City of New York, New York 10015.

MORGAN GUARANTY TRUST COMPANY
OF NEW YORK

By /s/ E. McMICHAEL
Trust Officer

Recording Data of
METROPOLITAN EDISON COMPANY
Supplemental Indenture Dated September 25, 1975

<u>County</u>	<u>Date of Recording</u>	<u>Place of Recording</u>
Adams	10/1/75	Mortgage Book 62, page 1145
Bedford	10/2/75	Mortgage Book 113, page 369
Berks	10/1/75	Mortgage Book 1204, page 947
Blair	10/1/75	Mortgage Book 754, page 211
Bucks	10/1/75	Mortgage Book 1996, page 334
Cambria	10/2/75	Mortgage Book 486, page 307
Chester	10/1/75	Mortgage Book Q45, page 160
Cumberland	10/1/75	Mortgage Book 595, page 524
Dauphin	10/2/75	Mortgage Book M53, page 94
Franklin	10/1/75	Mortgage Book 345, page 377
Huntingdon	10/2/75	Mortgage Book 161, page 937
Indiana	10/2/75	Mortgage Book 263, page 121
Lancaster	10/1/75	Mortgage Book 1052, page 133
Lebanon	10/1/75	Mortgage Book 334, page 542
Lehigh	10/1/75	Mortgage Book 1087, page 1047
Monroe	10/1/75	Mortgage Book 305, page 190
Montgomery	10/1/75	Mortgage Book 4012, page 304
Northampton	10/1/75	Mortgage Book 1093, page 480
Perry	10/1/75	Mortgage Book 79, page 134
Pike	10/1/75	Mortgage Book 196, page 75
Westmoreland	10/2/75	Mortgage Book 1438, page 498
York	10/1/75	Mortgage Book 37-B, page 566

THIS SUPPLEMENTAL INDENTURE, made as of the 25th day of September, 1975, between METROPOLITAN EDISON COMPANY, a corporation of the Commonwealth of Pennsylvania, hereinafter sometimes referred to as the "Company", party of the first part, and MORGAN GUARANTY TRUST COMPANY OF NEW YORK, a corporation of the State of New York, as Trustee under the Mortgage hereinafter referred to, hereinafter sometimes referred to as the "Trustee", party of the second part;

WHEREAS, the Company has heretofore executed and delivered to Guaranty Trust Company of New York, as Trustee, its Indenture dated November 1, 1944 (hereinafter sometimes referred to as the "Original Indenture"), which was duly supplemented by supplemental indentures dated as of February 1, 1947, May 20, 1947, September 1, 1947, September 1, 1948, October 4, 1949, February 1, 1950, July 19, 1950, December 1, 1950, March 1, 1952, May 1, 1953, July 1, 1954, October 1, 1954, June 1, 1957, May 1, 1960, December 1, 1962, March 20, 1964, July 1, 1965, June 1, 1966, March 22, 1968, September 1, 1968, August 1, 1969, November 1, 1971, May 1, 1972, December 1, 1973, October 30, 1974, October 31, 1974 and March 20, 1975, respectively, and which is hereby supplemented by this Supplemental Indenture, all of which are herein collectively referred to as the "Mortgage"; and

WHEREAS, in connection with the merger on April 24, 1959, of J. P. Morgan & Co. Incorporated into Guaranty Trust Company of New York, the corporate name of Guaranty Trust Company of New York was changed to Morgan Guaranty Trust Company of New York; and

WHEREAS, the Company desires by this Supplemental Indenture to create, and to define, in so far as the same is permitted by the Original Indenture, the form of and certain other matters with respect to the twenty-second series of bonds to be issued under the Mortgage, to be designated "First Mortgage Bonds, 9 $\frac{5}{8}$ % Series due 1985" (hereinafter sometimes referred to as the "bonds of the New Series"), and to provide for the issuance thereof only as fully registered bonds; and

WHEREAS, all conditions and requirements necessary to make this Supplemental Indenture a valid, binding and legal instrument, in accordance with its terms, and for the purposes herein expressed, have been done, performed and fulfilled, and the execution and delivery hereof, in the form and terms hereof, have been in all respects duly authorized:

NOW, THEREFORE, THIS SUPPLEMENTAL INDENTURE WITNESSETH: That in consideration of the premises, and of the sum of One Dollar (\$1.00) to the Company duly paid by the Trustee at or before the ensealing and delivery of these presents, and for other valuable considerations, the receipt whereof is hereby acknowledged, the Company hereby covenants and agrees to and with the Trustee and its successors in the trusts under the Mortgage, as follows:

ARTICLE I.

Creation of First Mortgage Bonds, 9 $\frac{5}{8}$ % Series Due 1985, and Specification of Certain Matters With Respect Thereto.

SECTION 1. The Company hereby creates the twenty-second series of bonds, not limited in principal amount, to be issued under and secured by the Mortgage, to be designated, and to be distinguished from bonds of all other series by the title "First Mortgage Bonds, 9 $\frac{5}{8}$ % Series due 1985". Each bond of the New Series shall be dated the date of its authentication and shall bear interest from October 1, 1975, or from the most recent interest payment date to which interest has been paid or duly provided for with respect to bonds of the New Series, except that so long as there is no existing default in the payment of interest on the bonds of the New Series, any bond of the New Series authenticated by the Trustee between the record date (as hereinafter defined) for any interest payment date and such interest payment date shall bear interest from such interest payment date; provided, however, that if and to the extent the Company shall default in payment of the

interest due on such interest payment date, then any such bond of the New Series shall bear interest from the most recent interest payment date to which interest has been paid or duly provided for with respect to bonds of the New Series, or, if no interest has been paid or duly provided for on bonds of the New Series, then from October 1, 1975. All bonds of the New Series shall be payable on October 1, 1985, in such coin or currency of the United States of America as at the time of payment is legal tender for the payment of public and private debts, and shall bear interest payable in like coin or currency at the rate of nine and five eighths per centum ($9\frac{5}{8}\%$) per annum, payable semi-annually on April 1 and October 1 of each year until maturity, according to the terms of the bonds or on prior redemption or by declaration or otherwise, and at the highest rate of interest borne by any of the bonds outstanding under the Mortgage from such date of maturity until they shall be paid or payment thereof shall have been duly provided for, and (to the extent that payment of such interest is enforceable under applicable law) interest on any overdue installment of interest shall be payable at the highest rate of interest borne by any of the bonds outstanding under the Mortgage. Principal of and interest on the bonds of the New Series shall be payable at the office or agency of the Company in the Borough of Manhattan, The City of New York.

The persons in whose names bonds of the New Series are registered at the close of business on any record date (as hereinafter defined) with respect to any interest payment date shall be entitled to receive the interest payable on such interest payment date (except that in case of any redemption of bonds of the New Series as provided for herein on a date subsequent to the record date and prior to such interest payment date interest on such redeemed bonds shall be payable only to the date fixed for redemption thereof and only against surrender of such bonds for redemption in accordance with the notice of such redemption) notwithstanding the cancellation of any bond of the New Series upon any registration of transfer or exchange subsequent to the record date and prior to such interest payment date; provided, however, that if, and to the extent, the Company shall default in the payment of the interest due on any interest payment date, such defaulted interest shall be paid to the persons in whose names outstanding bonds of the New

Series are registered on the day immediately preceding the date of payment of such defaulted interest or, at the election of the Company, on a subsequent record date established by notice given by mail by or on behalf of the Company to the holders of bonds of the New Series not less than fifteen days preceding such subsequent record date.

The term "record date" shall mean, with respect to any regular semi-annual interest payment date, the close of business on the fifteenth day of the calendar month next preceding such interest payment date (or if such fifteenth day is not a business day, the next preceding business day) or, in the case of defaulted interest, the close of business on any subsequent record date established as provided above.

The bonds of the New Series shall be issuable only as fully registered bonds in the denominations of \$1,000 and any integral multiple thereof. At the office or agency to be maintained by the Company in said Borough of Manhattan and in the manner and subject to the limitations provided in the Mortgage, bonds of such series may be exchanged for a like aggregate principal amount of bonds of such series of other authorized denominations without charge except for any tax or taxes or other governmental charges incident to such exchange.

All bonds of the New Series shall be redeemable at the option of the Company, on any date prior to maturity, as a whole, or from time to time in part, after notice mailed to each registered holder of such bonds directed to his registered address not less than thirty days and not more than ninety days before the redemption date, at the redemption prices (expressed in percentages of the principal amount) set forth in the following table under "Regular Redemption Prices"; provided, however, that prior to October 1, 1980, none of the bonds of the New Series may be so redeemed at the option of the Company if the moneys for such redemption are obtained by the Company directly or indirectly from or in anticipation of borrowings by or for the account of the Company at an interest cost (calculated after adjustment, in accordance with generally accepted financial practice, for any premium received or discount granted) of 9.65% per annum or less, except that this proviso shall not be applicable to redemptions of bonds of the New Series in connection with any merger or consolidation to which the Company may be a party if the ratio of (i) the principal amount of the bonds

of the New Series redeemed in connection with any such merger or consolidation to (ii) the total principal amount of the bonds of all series so redeemed does not exceed the ratio of (x) the aggregate principal amount of the bonds of the New Series outstanding at the time to (y) the aggregate principal amount of bonds of all series outstanding at that time; and the bonds of the New Series shall also be redeemable on any date prior to maturity, in the cases hereinafter specified, on like notice of such redemption, at the lower scale of redemption prices (expressed in percentages of the principal amount) set forth in the following table under "Lower Scale Redemption Prices"; together, in each case, with accrued interest to the date of redemption:

If redeemed during 12 months' period beginning October 1	Regular Redemption Prices	Lower Scale Redemption Prices
1975	109.47	100.00
1976	108.42	100.00
1977	107.37	100.00
1978	106.32	100.00
1979	105.27	100.00
1980	104.21	100.00
1981	103.16	100.00
1982	102.11	100.00
1983	101.06	100.00
1984	100.00	100.00

Redemption as a whole at said lower scale of redemption prices may be effected, as more fully provided in Section 8.08 of the Mortgage, in the event (a) that all the outstanding common stock of the Company shall be acquired by some governmental body or instrumentality and the Company elects to redeem all the bonds of all series, the redemption date in any such event to be not more than one hundred twenty (120) days after the date on which all said stock is so acquired, or (b) that all or substantially all of the mortgaged property constituting bondable property which at the time shall be subject to the lien of the Mortgage as a first lien shall be released from the lien of the Mortgage pursuant to the provisions thereof, and available moneys in the hands of the Trustee, including any moneys deposited by the Company for the purpose, are sufficient to redeem all the bonds of all series at the redemption

prices (together with accrued interest to the date of redemption) specified therein applicable to the redemption thereof upon the happening of such event. Redemption as a whole, or from time to time in part, at said lower scale of redemption prices may also be effected out of cash deposited pursuant to Sections 5.07 and 5.08 of the Mortgage, the premium, if any, and accrued interest in case of any such redemption to be provided for by the Company pursuant to the provisions of Section 8.07 of the Mortgage; provided, however, that on any such redemption the portion of such cash applied to the redemption of bonds of the New Series at the applicable lower scale redemption price shall not exceed that fraction of such cash which is equal to the ratio of (i) the aggregate principal amount of bonds of the New Series outstanding at that time to (ii) the aggregate principal amount of bonds of all series outstanding at that time. Any notice of redemption of bonds of the New Series out of cash deposited pursuant to Sections 5.07 and 5.08 of the Mortgage shall state that the redemption is to be effected out of cash deposited pursuant to Section 5.07 or Section 5.08, as the case may be.

SECTION 2. Bonds of the New Series for the aggregate principal amount of Forty-Five million dollars (\$45,000,000), being the initial issue of bonds of the New Series, may forthwith be executed by the Company and delivered to the Trustee and shall be authenticated by the Trustee and delivered (either before or after the filing or recording hereof) to or upon the order of the designated officer or officers of the Company, upon compliance by the Company with the appropriate provisions and requirements of Article IV of the Original Indenture.

SECTION 3. So long as any of the bonds of the New Series shall be secured by the lien of the Mortgage, the term "minimum provision for depreciation" when used for any purposes under the Mortgage and with reference to any period of time shall mean an amount computed pursuant to the provisions of Article I, Section 5 of the Supplemental Indenture dated March 1, 1952.

SECTION 4. So long as any of the bonds of the New Series shall be secured by the lien of the Mortgage, clause (A) (II) of Section 1.06 of the Original Indenture shall be deemed amended as set forth in the

quotation contained in Article I, Section 4 of the Supplemental Indenture dated May 1, 1960.

SECTION 5. So long as any of the bonds of the New Series shall be secured by the lien of the Mortgage, the first sentence of Section 5.20 of the Original Indenture shall be deemed amended as set forth in the quotation contained in Article I, Section 6 of the Supplemental Indenture dated December 1, 1950.

SECTION 6. So long as any of the bonds of the New Series shall be secured by the lien of the Mortgage, the Company will keep and perform the covenants set forth in Article I, Section 4 of the Supplemental Indenture dated March 1, 1952, irrespective of whether any of the bonds of the series created by such Supplemental Indenture shall be then outstanding.

SECTION 7. So long as any of the bonds of the New Series shall be secured by the lien of the Mortgage, the Company will keep and perform the covenants and agreements set forth in Article I, Section 7 of the Supplemental Indenture dated June 1, 1957, irrespective of whether any of the bonds of the series created by such Supplemental Indenture shall be then outstanding.

SECTION 8. In case less than all of the bonds of the New Series at the time outstanding are called for redemption, the Company shall not be required (i) to exchange or register transfers of any bonds of the New Series for a period of 10 days before the mailing of a notice of redemption of bonds of the New Series, (ii) to exchange or register transfer of any bond of the New Series called for redemption in its entirety or (iii) to exchange or register transfer of any portion of a bond of the New Series which portion has been called for redemption.

SECTION 9. The Company covenants and agrees that, notwithstanding Section 2.03 of the Original Indenture, it will not charge any sum for or in connection with any exchange or registration of transfer of any bond of the New Series, but may require the payment of a sum sufficient to cover any tax or taxes or other governmental charges incident to any exchange or registration of transfer thereof.

ARTICLE II.**Form of the Bonds of the New Series.**

The form of the bonds of the New Series and the Trustee's authentication certificate to be endorsed thereupon shall be substantially as follows, the denominations and numbers thereof to be appropriately inserted:

[FORM OF FACE OF NEW SERIES BONDS]

METROPOLITAN EDISON COMPANY

(Incorporated under the laws of the Commonwealth of Pennsylvania)

FIRST MORTGAGE BOND, 9 $\frac{5}{8}$ % SERIES DUE 1985
DUE OCTOBER 1, 1985

\$

No.

METROPOLITAN EDISON COMPANY, a corporation of the Commonwealth of Pennsylvania (hereinafter called the "Company"), for value received, hereby promises to pay to or registered assigns, Dollars on October 1, 1985, at the office or agency of the Company in the Borough of Manhattan, The City of New York, in such coin or currency of the United States of America as at the time of payment is legal tender for the payment of public and private debts, and to pay interest thereon, semi-annually on April 1 and October 1 of each year, at the rate of nine and five eighths per centum (9 $\frac{5}{8}$ %) per annum, at said office or agency in like coin or currency, from October 1, 1975, or from the most recent interest payment date to which interest has been paid or duly provided for with respect to bonds of the aforesaid series (subject to certain exceptions provided in the Mortgage hereinafter mentioned), until this bond shall mature, according to its terms or on prior redemption or by declaration or otherwise, and at the highest rate of interest borne by any of the bonds outstanding under the Mortgage hereinafter mentioned from such date of maturity until this bond shall be paid or the payment hereof shall have been duly provided for, and (to the extent that payment of such interest is enforceable under applicable law) to pay interest on any overdue installment of interest at the highest rate of

interest borne by any of the bonds outstanding under said Mortgage. The interest so payable on any April 1 or October 1 will, subject to certain exceptions provided in said Mortgage, be paid to the person in whose name this bond (or the bond or bonds in exchange or substitution for which this bond was issued) was registered on the close of business on the 15th day of the calendar month next preceding such April 1 or October 1.

Reference is hereby made to the further provisions of this bond set forth on the reverse hereof. Such further provisions shall for all purposes have the same effect as though fully set forth at this place.

This bond shall not become valid or obligatory for any purpose until Morgan Guaranty Trust Company of New York, or its successor, as Trustee under the Mortgage, shall have signed the certificate of authentication endorsed hereon.

IN WITNESS WHEREOF, METROPOLITAN EDISON COMPANY has caused this bond to be signed in its name by its President or one of its Vice Presidents and its corporate seal, or a facsimile thereof, to be affixed hereto and attested by its Secretary or one of its Assistant Secretaries.

Dated:

METROPOLITAN EDISON COMPANY

By
President.

ATTEST:

.....
Secretary.

[FORM OF TRUSTEE'S AUTHENTICATION CERTIFICATE
ON BONDS OF THE NEW SERIES]

TRUSTEE'S AUTHENTICATION CERTIFICATE

This bond is one of the bonds, of the series herein designated, provided for in the within-mentioned Mortgage.

MORGAN GUARANTY TRUST COMPANY
OF NEW YORK, TRUSTEE

By

Authorized Officer.

[FORM OF REVERSE OF NEW SERIES BONDS]

METROPOLITAN EDISON COMPANY

(Incorporated under the laws of the Commonwealth of Pennsylvania)

FIRST MORTGAGE BOND, 9 $\frac{5}{8}$ % SERIES DUE 1985
DUE OCTOBER 1, 1985

This bond is one of an issue of bonds of the Company (herein referred to as the "bonds"), not limited in principal amount except as in the Mortgage hereinafter mentioned provided, issuable in series, which different series may mature at different times, may bear interest at different rates, and may otherwise vary as in the Mortgage hereinafter mentioned provided, and is one of a series known as its First Mortgage Bonds, 9 $\frac{5}{8}$ % Series due 1985 (herein referred to as "bonds of the New Series"), all bonds of all series issued and to be issued under and equally and ratably secured (except in so far as any sinking or analogous fund, established in accordance with the provisions of the Mortgage hereinafter mentioned, may afford additional security for the bonds of any particular series) by a Mortgage and Deed of Trust, dated November 1, 1944 (herein, together with any indentures supplemental thereto, including, but not by way of limitation, the indentures supplemental thereto dated as of February 1, 1947, May 20, 1947, September 1, 1947, September 1, 1948, October 4, 1949,

February 1, 1950, July 19, 1950, December 1, 1950, March 1, 1952, May 1, 1953, July 1, 1954, October 1, 1954, June 1, 1957, May 1, 1960, December 1, 1962, March 20, 1964, July 1, 1965, June 1, 1966, March 22, 1968, September 1, 1968, August 1, 1969, November 1, 1971, May 1, 1972, December 1, 1973, October 30, 1974, October 31, 1974, March 20, 1975 and September 25, 1975, called the "Mortgage"), executed by the Company to Guaranty Trust Company of New York (now Morgan Guaranty Trust Company of New York), as Trustee, to which reference is made for a description of the property mortgaged, the nature and extent of the security, the rights of the holders of the bonds and of the Company in respect thereof, the rights, duties and immunities of the Trustee, and the terms and conditions upon which the bonds are, and are to be, issued and secured. The Mortgage contains provisions permitting the holders of not less than seventy-five per centum (75%) in principal amount of all the bonds at the time outstanding, determined and evidenced as provided in the Mortgage, or in case the rights under the Mortgage of the holders of bonds of one or more, but less than all, of the series of bonds outstanding shall be affected, the holders of not less than seventy-five per centum (75%) in principal amount of the outstanding bonds of such one or more series affected, except that if any such action would affect the bonds of two or more series, the holders of not less than seventy-five per centum (75%) in principal amount of outstanding bonds of such two or more series, which need not include seventy-five per centum (75%) in principal amount of outstanding bonds of each of such series, determined and evidenced as provided in the Mortgage, on behalf of the holders of all the bonds, to waive any past default under the Mortgage and its consequences except a completed default, as defined in the Mortgage, in respect of the payment of the principal of or interest on any bond or default arising from the creation of any lien ranking prior to or equal with the lien of the Mortgage on any of the mortgaged property, subject to the condition that, in case the rights of the holders of less than all of the series of bonds outstanding shall be affected, no waiver of any past default or its consequences shall be effective unless approved by the holders of not less than a majority of all the bonds at the time outstanding. The Mortgage also contains provisions permitting the Company and the Trustee, with the consent of the holders of not less than

seventy-five per centum (75%) in principal amount of all the bonds at the time outstanding, determined and evidenced as provided in the Mortgage, or in case the rights under the Mortgage of the holders of bonds of one or more, but less than all, of the series of bonds outstanding shall be affected, then with the consent of the holders of not less than seventy-five per centum (75%) in principal amount of the outstanding bonds of such one or more series affected, except that if any such action would affect the bonds of two or more series, the holders of not less than seventy-five per centum (75%) in principal amount of outstanding bonds of such two or more series, which need not include seventy-five per centum (75%) in principal amount of outstanding bonds of each of such series, determined and evidenced as provided in the Mortgage, to execute supplemental indentures adding any provisions to or changing in any manner or eliminating any of the provisions of the Mortgage or modifying in any manner the rights of the holders of the bonds and coupons; provided, however, that no such supplemental indenture shall (i) extend the fixed maturity of any bonds, or reduce the rate or extend the time of payment of interest thereon, or reduce the principal amount thereof, without the consent of the holder of each bond so affected, or (ii) reduce the aforesaid percentage of bonds, the holders of which are required to consent to any such supplemental indenture, without the consent of the holders of all bonds then outstanding, or (iii) permit the creation of any lien ranking prior to or equal with the lien of the Mortgage on any of the mortgaged property, or (iv) deprive the holder of any outstanding bond of the lien of the Mortgage on any of the mortgaged property. Any such waiver or consent by the holder of this bond (unless effectively revoked as provided in the Mortgage) shall be conclusive and binding upon such holder and upon all future holders of this bond, irrespective of whether or not any notation of such waiver or consent is made upon this bond.

No reference herein to the Mortgage and no provision of this bond or of the Mortgage shall alter or impair the obligation of the Company, which is absolute and unconditional, to pay the principal of and interest on this bond at the time and place and at the rate and in the coin or currency herein prescribed.

The bonds of the New Series are issuable only as fully registered bonds in denominations of \$1,000 and any integral multiple of \$1,000. At the office or agency to be maintained by the Company in said Borough of Manhattan and in the manner and subject to the limitations provided in the Mortgage, bonds of such series may be exchanged for a like aggregate principal amount of bonds of such series of other authorized denominations without charge except for any tax or taxes or other governmental charges incident to such exchange.

The bonds of the New Series may be redeemed, at the option of the Company, on any date prior to maturity, as a whole, or from time to time in part, after notice mailed to each registered holder of such bonds directed to his registered address not less than thirty days and not more than ninety days before the redemption date, at the redemption prices (expressed in percentages of the principal amount) set forth in the following table under "Regular Redemption Prices"; provided, however, that prior to October 1, 1980, none of the bonds of the New Series may be so redeemed at the option of the Company if the moneys for such redemption are obtained by the Company directly or indirectly from or in anticipation of borrowings by or for the account of the Company at an interest cost (calculated after adjustment, in accordance with generally accepted financial practice, for any premium received or discount granted) of 9.65% per annum or less, except that this proviso shall not be applicable to redemptions of bonds of the New Series in connection with any merger or consolidation to which the Company may be a party if the ratio of (i) the principal amount of the bonds of the New Series redeemed in connection with any such merger or consolidation to (ii) the total principal amount of the bonds of all series so redeemed does not exceed the ratio of (x) the aggregate principal amount of the bonds of the New Series outstanding at the time to (y) the aggregate principal amount of bonds of all series outstanding at that time; and the bonds of the New Series are also subject to redemption on any date prior to maturity, in the cases hereinafter specified, on mailing of like notice of such redemption, all as provided in the Mortgage, at the lower scale of redemption prices (expressed in percentages of the principal amount) set forth in the following table under "Lower Scale Redemption Prices", together, in each case, with accrued interest to the date of redemption:

[There will be inserted here the same table of redemption prices and corresponding dates as is set forth in this Supplemental Indenture under Article I, Section 1.]

Redemption as a whole at said lower scale of redemption prices may be effected, as more fully provided in Section 8.08 of the Mortgage, in the event (a) that all the outstanding common stock of the Company shall be acquired by some governmental body or instrumentality and the Company elects to redeem all the bonds of all series, the redemption date in any such event to be not more than one hundred twenty days after the date on which all said stock is so acquired, or (b) that all or substantially all of the mortgaged property (constituting bondable property as defined in the Mortgage) which at the time shall be subject to the lien of the Mortgage as a first lien shall be released from the lien of the Mortgage pursuant to the provisions thereof, and available moneys in the hands of Morgan Guaranty Trust Company of New York, or its successor, as Trustee, including any moneys deposited by the Company for the purpose, are sufficient to redeem all the bonds of all series at the redemption prices (together with accrued interest to the date of redemption) specified therein applicable to the redemption thereof upon the happening of such event. Redemption as a whole, or from time to time in part, at said lower scale of redemption prices may, subject to certain limitations set forth in the Mortgage, also be effected out of cash deposited pursuant to Sections 5.07 and 5.08 of the Mortgage, the premium, if any, and accrued interest in case of any such redemption to be paid out of cash deposited by the Company for the purpose.

The Mortgage provides that any notice of redemption of bonds may state that it is subject to the receipt of the redemption moneys by the Trustee before the date fixed for redemption and such notice shall be of no effect unless such moneys are received before such date.

The Mortgage provides that if the Company shall deposit with Morgan Guaranty Trust Company of New York, or its successor as Trustee in trust for the purpose, funds sufficient to pay the principal of all of the bonds of any series, or such of the bonds of any series as have been or are to be called for redemption (including any portions, constituting \$1,000 or a multiple thereof, of fully registered bonds) and premium, if any, thereon, and all interest payable on such bonds (or

portions) to the date on which they become due and payable at maturity or upon redemption or otherwise, and complies with the other provisions of the Mortgage in respect thereof, then from the date of such deposit such bonds (or portions) shall no longer be secured by the lien of the Mortgage.

The Mortgage provides that, upon any partial redemption of a fully registered bond, upon surrender thereof endorsed for transfer, new bonds of the same series and of authorized denominations in principal amount equal to the unredeemed portion of such fully registered bond will be delivered in exchange therefor.

The principal hereof may be declared or may become due prior to the express date of the maturity hereof on the conditions, in the manner and at the time set forth in the Mortgage, upon the occurrence of a completed default as in the Mortgage provided.

This bond is transferable as prescribed in the Mortgage by the registered holder hereof in person, or by his duly authorized attorney, at the principal office of the Trustee in said Borough of Manhattan, upon surrender and cancellation of this bond, and thereupon, a new bond or bonds of authorized denominations of the same series and for the same aggregate principal amount will be issued to the transferee in exchange herefor as provided in the Mortgage. The Company and the Trustee, any paying agent and any bond registrar may deem and treat the person in whose name this bond is registered as the absolute owner hereof, whether or not this bond shall be overdue, for the purpose of receiving payment and for all other purposes, and neither the Company nor the Trustee nor any paying agent nor any bond registrar shall be affected by any notice to the contrary.

No recourse shall be had for the payment of the principal of or interest on this bond, or for any claim based hereon, or otherwise in respect hereof, or based on or in respect of the Mortgage or under or upon any obligation, covenant or agreement contained in the Mortgage, against any incorporator, or any past, present or future subscriber to the capital stock, stockholder, officer or director, as such, of the Company or of any predecessor or successor corporation, either directly or through the Company or any predecessor or successor corporation, under any present or future rule of law, statute or constitution or by

the enforcement of any assessment or otherwise, all such liability of incorporators, subscribers, stockholders, officers and directors, as such, being waived and released by the holder and owner hereof by the acceptance of this bond and being likewise waived and released by the terms of the Mortgage.

ARTICLE III.

Miscellaneous.

SECTION 1. This Supplemental Indenture shall be simultaneously executed in several counterparts, and all such counterparts executed and delivered, each as an original, shall constitute but one and the same instrument.

SECTION 2. The recitals of fact contained herein and in the bonds of the New Series (other than the Trustee's certificate of authentication) shall be taken as the statements of the Company and the Trustee assumes no responsibility for the correctness of the same.

IN WITNESS WHEREOF, METROPOLITAN EDISON COMPANY, party of the first part, has caused this instrument to be signed in its name and behalf by a Vice President and its corporate seal to be hereunto affixed and attested by its Secretary, and MORGAN GUARANTY TRUST COMPANY OF NEW YORK, party of the second part, in token of its acceptance of the trust hereby created, has caused this instrument to be signed in its name and behalf by a Trust Officer and its corporate seal to be here-

unto affixed and attested by an Assistant Secretary, all as of the day and year first above written.

METROPOLITAN EDISON COMPANY,

By H. L. Robidoux
H. L. ROBIDOUX, *Vice President.*

ATTEST:

R. B. Heist
R. B. HEIST, *Secretary.*

Signed, sealed and delivered by said
Metropolitan Edison Company in
the presence of:

MORGAN GUARANTY TRUST COMPANY
OF NEW YORK,

By E. McMichael
E. McMICHAEL, *Trust Officer.*

ATTEST:

Thomas R. Bowen
THOMAS R. BOWEN, *Assistant Secretary.*

Signed, sealed and delivered by said
Morgan Guaranty Trust Company
of New York in the presence of:

E. McMichael
R. B. Heist

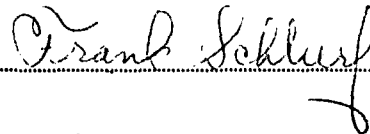
STATE OF NEW YORK }
COUNTY OF NEW YORK } ss.:

On the 29th day of September, 1975, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared R. B. HEIST, Secretary of METROPOLITAN EDISON COMPANY, who, being duly sworn, according to law, says that he was personally present at the execution of the foregoing Supplemental Indenture, and saw the common or corporate seal of the said corporation duly affixed thereto; that the seal so affixed thereto is the common or corporate seal of the said corporation; that the foregoing Supplemental Indenture was duly sealed and delivered by H. L. Robidoux, a Vice President of said corporation, as and for the act and deed of said corporation, for the uses and purposes therein mentioned, by authority of the Board of Directors of said corporation; and that the names of this deponent as Secretary and of H. L. Robidoux as a Vice President of the said corporation, subscribed to the foregoing Supplemental Indenture in attestation of its due execution and delivery, are of their and each of their respective handwritings.



R. B. HEIST, *Secretary.*


Sworn to and subscribed before me the day and year aforesaid.



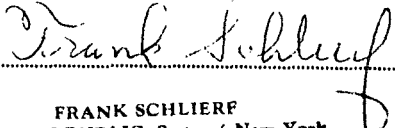
FRANK SCHLIERF
NOTARY PUBLIC, State of New York
No. 60-3503450
Qualified in Westchester County
Certificate Filed in New York County
Commission Expires March 30, 1977.

STATE OF NEW YORK }
COUNTY OF NEW YORK } ss.:

On the 29th day of September, 1975, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared THOMAS R. BOWEN, an Assistant Secretary of MORGAN GUARANTY TRUST COMPANY OF NEW YORK, who, being duly sworn, according to law, says that he was personally present at the execution of the foregoing Supplemental Indenture, and saw the common or corporate seal of the said corporation duly affixed thereto; that the seal so affixed thereto is the common or corporate seal of the said corporation; that the foregoing Supplemental Indenture was duly sealed and delivered by E. McMichael, a Trust Officer of said corporation, as and for the act and deed of said corporation, for the uses and purposes therein mentioned, by authority of the Board of Directors of said corporation; and that the names of this deponent as Assistant Secretary and of E. McMichael, as a Trust Officer of the said corporation, subscribed to the foregoing Supplemental Indenture in attestation of its due execution and delivery, are of their and each of their respective handwritings.


THOMAS R. BOWEN, *Assistant Secretary.*

Sworn to and subscribed before me the day and year aforesaid. I am not a director or officer of said Morgan Guaranty Trust Company of New York.


FRANK SCHLIERF
NOTARY PUBLIC, State of New York
No. 60-3503450
Qualified in Westchester County
Certificate Filed in New York County
Commission Expires March 30, 1977

unto affixed and attested by an Assistant Secretary, all as of the day and year first above written.

METROPOLITAN EDISON COMPANY,

[CORPORATE SEAL]

By /s/ H. L. ROBIDOUX
H. L. ROBIDOUX, *Vice President.*

ATTEST:

/s/ R. B. HEIST
R. B. HEIST, *Secretary.*

Signed, sealed and delivered by said
Metropolitan Edison Company in
the presence of:

/s/ P. J. CROWLEY
/s/ M. CULHANE

MORGAN GUARANTY TRUST COMPANY
OF NEW YORK,

[CORPORATE SEAL]

By /s/ E. McMICHAEL
E. McMICHAEL, *Trust Officer.*

ATTEST:

/s/ THOMAS R. BOWEN
THOMAS R. BOWEN, *Assistant Secretary.*

Signed, sealed and delivered by said
Morgan Guaranty Trust Company
of New York in the presence of:

/s/ P. J. CROWLEY
/s/ M. CULHANE

STATE OF NEW YORK }
COUNTY OF NEW YORK } ss.:

On the 29th day of September, 1975, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared R. B. HEIST, Secretary of METROPOLITAN EDISON COMPANY, who, being duly sworn, according to law, says that he was personally present at the execution of the foregoing Supplemental Indenture, and saw the common or corporate seal of the said corporation duly affixed thereto; that the seal so affixed thereto is the common or corporate seal of the said corporation; that the foregoing Supplemental Indenture was duly sealed and delivered by H. L. Robidoux, a Vice President of said corporation, as and for the act and deed of said corporation, for the uses and purposes therein mentioned, by authority of the Board of Directors of said corporation; and that the names of this deponent as Secretary and of H. L. Robidoux as a Vice President of the said corporation, subscribed to the foregoing Supplemental Indenture in attestation of its due execution and delivery, are of their and each of their respective handwritings.

/s/ R. B. HEIST
R. B. HEIST, *Secretary*.

Sworn to and subscribed before me the day and year aforesaid.

[NOTARIAL SEAL]

/s/ FRANK SCHLIERF

FRANK SCHLIERF
NOTARY PUBLIC, State of New York
No. 60-3503450
Qualified in Westchester County
Certificate Filed in New York County
Commission Expires March 30, 1977

STATE OF NEW YORK }
COUNTY OF NEW YORK } ss.:

On the 29th day of September, 1975, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared THOMAS R. BOWEN, an Assistant Secretary of MORGAN GUARANTY TRUST COMPANY OF NEW YORK, who, being duly sworn, according to law, says that he was personally present at the execution of the foregoing Supplemental Indenture, and saw the common or corporate seal of the said corporation duly affixed thereto; that the seal so affixed thereto is the common or corporate seal of the said corporation; that the foregoing Supplemental Indenture was duly sealed and delivered by E. McMichael, a Trust Officer of said corporation, as and for the act and deed of said corporation, for the uses and purposes therein mentioned, by authority of the Board of Directors of said corporation; and that the names of this deponent as Assistant Secretary and of E. McMichael, as a Trust Officer of the said corporation, subscribed to the foregoing Supplemental Indenture in attestation of its due execution and delivery, are of their and each of their respective handwritings.

/s/ THOMAS R. BOWEN
THOMAS R. BOWEN, *Assistant Secretary.*

Sworn to and subscribed before me the day and year aforesaid. I am not a director or officer of said Morgan Guaranty Trust Company of New York.

[NOTARIAL SEAL]

/s/ FRANK SCHLIERF

FRANK SCHLIERF
NOTARY PUBLIC, State of New York
No. 60-3503450
Qualified in Westchester County
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Commission Expires March 30, 1977